

FIRST AMENDMENT TO LEASE

A56-5-05-23

This is the first amendment to the lease entered into by and between the **Office of the Indiana Attorney General, Medicaid Fraud Control Unit** (hereinafter referred to as "Tenant") and **Jesse Ballew Enterprises** (hereinafter "Landlord").

The Tenant and Landlord have agreed to amend the original lease.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

A. Paragraph 2 ("Term") is hereby deleted in its entirety and replaced with the following:

2. Term. This lease shall begin on March 1, 2005 and end on December 31, 2006.

B. Paragraph 3 ("Consideration") is hereby deleted in its entirety and replaced with the following:

3. Consideration. The total agreed rent for the entire term of the lease shall not exceed the sum of eight thousand forty dollars (\$8,040.00). The monthly rent from March 1, 2005 to October 31, 2005 shall be two hundred dollars (\$200.00) for Room 256. The monthly rent from November 1, 2005 to December 31, 2006 shall be four hundred sixty dollars (\$460.00) for Rooms 256 and 258.

C. Paragraph 4 ("Method of Payment") is hereby amended to add the following:

4. Method of Payment

E. All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by Landlord in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Agreement except as permitted by IC 4-13-2-20.

D. Paragraphs 30 ("Debarment and Suspension") and 31 ("Ethics") are hereby deleted in its entirety and replaced with the following:

30. Compliance with Laws.

A. Landlord shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of rules or regulations thereunder after execution of this lease shall be

reviewed by the Tenant and Landlord to determine whether the provisions of this lease require formal modification.

B. Landlord and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the Tenant, as set forth in Indiana Code §4-2-6 et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If Landlord is not familiar with these ethical requirements, the Landlord should refer any questions to the State Ethics Commission, or visit the State Ethics Commission **website** at <<<<http://www.in.gov/ethics/>>>>. If Landlord or its agents violate any applicable ethical standards, the Tenant may, in its sole discretion, terminate this lease immediately upon notice to Landlord. In addition, Landlord may be subject to penalties under Indiana Code § 4-2-6-12.

C. Landlord certifies by entering into this lease, that neither it nor its **principal(s)** is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State. Landlord agrees that any payments currently due to the State may be withheld **from** payments due to Landlord. Additionally, further work or payments may be withheld, delayed, or denied **and/or** this lease suspended until Landlord is current in its payments and has submitted proof of such payment to the State.

D. Landlord warrants that it has no pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, Landlord agrees that the Tenant may delay, withhold, or deny work under this lease and any supplements or amendments.

E. If a valid dispute exists as to Landlord's liability or guilt in any action initiated by the or its agencies, and the Tenant decides to delay, withhold, or deny work to Landlord, Landlord may request that it be allowed to continue, or receive work, **without** delay. Landlord must submit, in **writing**, a request for review to the Indiana Department of Administration (IDOA) **following** the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties.

F. Any payments that the Tenant may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.

G. Landlord warrants that it shall obtain and maintain all required permits, licenses, and approvals, as well as comply **with** all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this lease and grounds for immediate termination and denial of further work **with** the State.

H. Landlord agrees that the Tenant may confirm, at any time, that no liabilities exist to the State, and, if such liabilities are discovered, that Tenant may bar Landlord **from** contracting **with** the Tenant in the future, cancel existing contracts, withhold payments to setoff such obligations, and withhold further payments or purchases until Landlord is current in its payments on its liability to the Tenant and has submitted proof of such payment to the State.

I. As required by IC 5-22-3-7:

(1) Landlord and any principals of Landlord certify that (A) Landlord, except for de **minimis** and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations] , or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred **sixty-five** (365) days, even if IC 24-4.7 is preempted by federal law; and (B) Landlord will not violate the terms of IC 24-4.7 for the duration of the lease, even if IC 24-4.7 is preempted by federal law.

(2) Landlord and any principals of Landlord certify that an affiliate or principal of Landlord and any agent acting on behalf of Landlord or on behalf of an **affiliate** or principal of Landlord: (A) except for de **minimis** and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred **sixty-five** (365) days, even if IC 24-4.7 is preempted by federal law; and (B) **will** not violate the terms of IC 24-4.7 for the duration of the lease, even if IC 24-4.7 is preempted by federal law.

This amendment shall take effect upon execution.

All other matters previously agreed to and set forth in the original lease and not affected by this amendment shall remain in full force and effect.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that **he/she** is the contracting **party**, or that **he/she** is the representative, agent, member, or officer of the contracting party, that **he/she** has not, nor has any other member, employee, representative, agent, or officer of the firm, company, corporation or partnership represented by **him/her**, directly or indirectly, to the best of **his/her** knowledge, entered into or offered to enter into any combination, collusion, or agreement to receive or pay, and that **he/she** has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of this agreement.

THE REST OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

IN WITNESS to their agreement, the persons signing this lease execute it for the
Landlord and Tenant:

For Landlord:

Jesse Ballew Enterprises

Jesse Ballew

Date: Dec. 6-05

The above named person(s) for the
Landlord personally appeared before
me, a Notary Public and acknowledged
the execution of this lease
this 6th day of DEC, 2005.

Stanley A. Richards
Notary Public

STANLEY A. RICHARDS
Printed Name

My Commission Expires: 3/7/07

County of Residence: CLARK

For Tenant:

Office of the Attorney General

By: Larry Hopkins
Larry Hopkins, Chief Executive Officer

Date: _____

Department of Administration

Beatrice L. Goode (for)
Earl Goode, Commissioner

Date: 12-21-05

State Budget Agency

Zachary D. Jackson (for)
Charles Schalliol, Director

Date: 12/22/2005

Approved as to form and legality

Steve Carter (for)
Steve Carter, Attorney General

Date: 1-4-06

**State of Indiana
Office Lease**

This Lease is entered into by and between **Jesse Ballew Enterprises** (hereinafter referred to as "Landlord") and the State of Indiana, acting by and through the Department of Administration, for and on behalf of the **Office of the Attorney General, Medicaid Fraud Control Unit** (hereinafter referred to as "Tenant"). The signatories for the Landlord and Tenant warrant and represent that they have been duly authorized to execute this Lease on behalf of the Landlord and Tenant respectively.

In consideration of the promises and obligations specified in this Lease, Landlord and Tenant agree as follows:

1. Description of Premises Leased

Tenant agrees to lease ~~from~~ Landlord and Landlord agrees to lease ~~to~~ Tenant certain office space consisting of approximately 240 square feet. The space to be leased is commonly known as 11452 Highway 62, Room 256, in the City of Charlestown, County of Clark, State of Indiana (the "Leased Premises"). The Leased Premises are more fully described in the floor plan attached as Exhibit "A."

2. Term of Lease

This Lease shall be effective for a period of one year commencing on the 1st day of March, 2005, and ending on the 28th day of February, 2006.

3. Consideration

The total agreed rent for the entire term of this Lease shall not exceed the sum of \$2,400.00, payable in equal consecutive monthly installments of \$200.00, which represents an annual square foot amount of \$1 0.00. Rent shall be paid in **arrears** as described in Section 5.

4. Method of Payment

- A. The Landlord shall submit a monthly invoice (in arrears) on Landlord's letterhead, directly to the Tenant agency. The invoice must contain an invoice number, purchase order number (which will be provided to Landlord by the Auditor of State upon final execution), description of the **service(s)** for which the Tenant is being billed (rent, additional rent, utilities, leasehold improvements, etc.) remittance address, and the amount due. No invoice shall be paid for any month before the first day of the month following the month for which leased space was provided. Landlord must submit final claims for payment of rent within sixty (60) calendar days after the expiration date of this lease or the State of Indiana may elect to deny payment.

- B. If the term of this Lease does not begin on the first day of a calendar month, or if this Lease does not terminate or is not terminated on the last day of a calendar month, then the rent for any period less than a calendar month will be prorated based upon the number of days in the partial month for which the lease is effective.
- C. Late payments, if any, shall be determined and made in accordance with IC 5-17-5-1.
- D. All payment obligations shall be made to the following **person/company/agent**, at the following address:

Jesse **Ballew** Enterprises
1444 **Horn** Street
Clarksville, IN 47129

5. General Uses by Tenant

- A. Tenant agrees that the Leased Premises will be used and occupied for office and clerical work to be performed by employees of Tenant. Any other use by Tenant must be approved by Landlord prior to such use.
- B. Tenant shall not make any alterations, additions, repairs, or improvements to the Leased Premises unless agreed to by Landlord and under the guidelines outlined in 6C.
- C. Should Tenant require improvements during the term of this Lease, said improvements may be agreed to without amending this Lease and performed by Landlord **with** Tenant reimbursing Landlord after completion and approval of the improvements. Improvements under this clause shall not exceed \$25,000.00.

6. Services to be Provided by Landlord

- A. Landlord shall provide the **following** services for the Leased premises specified above during the term of this Lease, at no additional cost to the Tenant, unless otherwise specified in this Lease.
 - 1. Routine janitorial services and supplies, including rest room supplies, replacement of light bulbs, and customary **cleaning** in and about the Leased Premises;
 - 2. Heat, air conditioning, and ventilation when required for comfortable occupancy of the Leased Premises to the following criteria:
 - Summer: Cool to 75 degrees.
 - Winter: Heat to 70 degrees.
 - Fresh air to be provided based upon 20 cubic feet per minute of outside air per person at a density of 1 person per 200 occupied square feet, except when the outside temperature is above 90 degrees

or below 15 degrees in which case the quantity of fresh air will be reasonably adjusted to provide for comfortable occupancy;

3. Gas, where applicable, and electricity;
 4. Water for drinking, lavatory, and rest room purposes, including a reasonable amount of hot water;
 5. Sewage services;
 6. Unlimited parking spaces, located adjacent to the building;
 7. Snow and ice removal **from** the parking areas and walkways to and around the Leased Premises (Snow to be removed when it reaches 2 inches. Ice to be treated as needed);
 8. Pest control when needed;
 9. Trash removal (Scavenger Service);
 10. Lawn maintenance, where applicable;
 11. Installation and maintenance of building-standard **signage** identifying Tenant, to be installed in an area agreed to by Landlord and Tenant;
 12. Casualty and public liability insurance in a minimum amount of **\$300,000.00**, with the State of Indiana named as an additional insured. However, this insurance requirement shall not be construed as an election of remedies;
 13. Paint **walls and shampoo carpets within** the Leased Premises should the Tenant exercise **its option** to renew the lease **under** Section 4; and
 14. Accommodation and coordination for recycling of office paper, newspaper, **corrugated** cardboard, and beverage containers in keeping with the State's Greening the Government recycling requirements.
- B. Landlord agrees to maintain the Leased Premises in a condition of safety and habitability appropriate to the needs and uses of Tenant. All maintenance, upkeep, and repair of the Leased Premises and its systems shall be the responsibility of Landlord and shall be provided at Landlord's expense, except in the event damage is caused due to the negligence of Tenant. Upon notice from Tenant of any condition requiring repair or maintenance, Landlord shall promptly make the required repairs and perform the required maintenance. Should repair or maintenance be the result of Tenant negligence, Landlord will invoice Tenant upon completion of the work performed. Tenant will reimburse Landlord as promptly as possible.
- C. Landlord promises and agrees that should it fail to make repairs in a timely, proper, and satisfactory manner after notice is provided by Tenant, or after its **own** inspection reveals a need for repairs, Tenant may make such repairs and set off against the rent the cost of such repairs from the date of notice. The rent shall abate until the total costs of repairs incurred by Tenant shall be recovered.
- D. Tenant acknowledges and agrees that in order for Landlord to fulfill its obligation to maintain and repair the Leased Premises, Landlord shall have the right to enter the Leased Premises throughout the term of this Lease, at times agreed to by Tenant, for the purposes of inspection and making repairs. Landlord shall be entitled to bring upon the Leased Premises, at times agreed to by Tenant, workmen and materials necessary to provide maintenance and complete repairs. However, this

right shall not relieve Landlord of the responsibility for the quality of the repair work to be performed or the effects of repairs, or **from** liability for the actions of its agents and employees in performing the repairs.

- E. If Tenant remains in compliance with this Lease, Tenant shall have the peaceful and quiet enjoyment of the Leased Premises except as provided in section D above. Tenant agrees to the Special Terms and Conditions listed in Exhibit "B" attached hereto and incorporated herein.
- F. Landlord acknowledges and agrees that the Leased Premises and all facilities shall conform to applicable provisions of the Indiana State Fire and Building Codes, and applicable Municipal Fire and Building Codes.
- G. Landlord **further** agrees to provide access and parking and meet any other requirements for persons with disabilities in conformance with local, state and federal statutes and regulations, including those current laws and regulations required by the Americans with Disabilities Act (ADA), 42 USC 101, 1990.

7. Loss of Use by Tenant

In the event the Leased Premises are made untenable or **are** partially or totally destroyed by fire, explosion, or other casualty, provided such total or partial destruction is not caused by Tenant,

- A. The Leased Premises shall be repaired as speedily as possible, at Landlord's expense;
- B. Either party **may** elect to **terminate this Lease** by **notifying** the other party in writing within thirty (30) days of the casualty, and rent shall abate and be paid only to the date of the **casualty**;
- C. Landlord and Tenant can agree in writing to continue this Lease for the undamaged portion of the Leased Premises at a rent apportioned according to the usable **office** space available. If the Leased Premises are unusable during the restoration period, the rent shall abate during this period.

8. Installation of Fixtures

Tenant shall have the right to install, place and maintain all business fixtures, equipment and furniture necessary and required for use by Tenant, its agents, officials and employees, in the conduct of its business, and Tenant shall have the right to remove such business fixtures, equipment and furniture upon termination of this Lease, providing Tenant reasonably repairs damage caused by the removal.

9. Assignment and Subletting

Tenant shall not assign this Lease, sublet the Leased Premises, or any part thereof, or **permit** the use or occupancy of any part of the Leased Premises, by anyone other than Tenant, its officials, agents, or employees, without the prior consent of Landlord. The Landlord shall not unreasonably withhold its consent to allow **assignment** or subletting. However, the Indiana Department of Administration shall have the right to assign or sublet the Leased Premises to another Department or agency of State of Indiana without the prior written approval of Landlord.

10. Abandonment of Premises

Tenant understands and agrees that if it abandons the Leased Premises during the term of this tenancy, Tenant shall not be relieved of its duties and obligations under this Lease. Exercise of **Tenant's rights under** Section 15 (Conflict of Interest), or Section 20 (Cancellation), shall **not** constitute abandonment. Landlord, however, promises that if Tenant fails to exercise its right to perform under this Lease, Landlord shall in good faith use its best efforts to re-let the Leased Premises and set off against rents due **from** Tenant any rent collected from others for their use of the Leased Premises. Nothing in this clause shall prevent Landlord or Tenant from negotiating a termination of this Lease.

11. Surrender and Holding Over

- A. Upon expiration or termination of this Lease, Tenant shall remove all of its goods, fixtures and other movable personal property and surrender the Leased Premises to Landlord in the same condition as the Leased Premises were at the beginning of this Lease, ordinary wear and tear, and damage by the elements, excepted.
- B. In the event Tenant remains in possession of the Leased Premises after this Lease has **expired** or **been** terminated, the resulting tenancy shall be construed as a tenancy **from** month-to-month and **monthly** rental shall remain the **same** as the rent being paid at **the time** the holdover occurs.

12. Nondiscrimination

Pursuant to Indiana Code 22-9-1-10 and the Civil Rights Act of 1964, Landlord and its Sub-Landlords, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Lease, with respect to hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of race, age, color, religion, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Lease. Acceptance of this Lease also signifies compliance with applicable federal laws, regulations and Executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability, or status as a veteran.

13. Memorandum of Lease

Upon request by Tenant, a Memorandum of Lease in recordable form shall be executed by both parties and recorded in conformance with the laws of the State of Indiana. (To be recorded in the County of the Leased Property)

14. Conflict of Interest

A. As used in this paragraph:

"Immediate family" means the spouse and the unemancipated children of an individual.

"Interested party," means:

1. The individual executing this Lease;
2. An individual who has an interest of three percent (3%) or more of Landlord, if Landlord is not an individual; or
3. Any member of the immediate family of an individual specified under subdivision 1 or 2.

"Department" means the Indiana Department of Administration.

"Commission" means the State Ethics Commission.

B. The Department may cancel this Lease without recourse by Landlord if any interested party is an employee of the State of Indiana.

C. The Department will not exercise its right of cancellation under subparagraph B above if Landlord gives the Department an opinion by the Commission indicating that the existence of this Lease and the employment by the State of Indiana of the interested party does not violate any statute or code relating to ethical conduct of state employees. The Department may take action, including cancellation of this Lease consistent with an opinion of the Commission obtained under this section.

D. Landlord has an affirmative obligation under this Lease to disclose to the Department when an interested party is or becomes an employee of the State of Indiana. The obligation under this subparagraph extends only to those facts that Landlord knows or reasonably could know.

15. Indemnification

Landlord agrees to indemnify, defend and hold harmless Tenant and its agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by an act or omission of Landlord and/or its Sub-Landlords. Landlord may look to IC 34-13-2 of the Tort Claims Act and IC 34-30-9-2 for allowable protection in this area.

16. Indiana Law

This Lease shall be interpreted in accordance with and be governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

17. Default by Landlord

- A. Landlord shall be in default for failure to perform any of its obligations under this Lease thirty (30) days after Tenant has notified Landlord in writing of the specific obligations not being **performed**. Default by Landlord shall entitle Tenant to withhold rent until the default is cured or to terminate this Lease should Landlord fail to cure the default **within** ninety (90) days after Tenant has provided written notice of the default to Landlord.
- B. Repeated and unexcused failure by Landlord to comply with one or more requirements of this Lease shall constitute a default even if one or all such failures shall have been timely cured pursuant to this clause.
- C. Should Tenant be compelled to terminate this Lease due to default by Landlord, Tenant shall be entitled to the following damages:
 - 1. All administrative and other costs borne by Tenant in procuring a replacement lease or leases.
 - 2. Such other, additional relief as may be provided for in this Lease, at law or in equity.
 - 3. Damages to which the Tenant may be entitled under this clause shall be due and payable thirty (30) days following the date Landlord receives notice from Tenant specifying such damages.

18. Default by Tenant

Tenant shall be in default for failure to perform any of its obligations under this Lease **thirty** (30) days after Landlord has notified Tenant in writing of specific obligations not being performed. Default by Tenant shall entitle Landlord any remedy afforded it by **Indiana** Law.

19. Cancellation

If the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of this Lease, this Lease shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

20. Force Majeure

In the event that either party is unable to perform any of its obligations under this Lease, or to enjoy any of its benefits, because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force **Majeure** Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Lease shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days **from** the receipt of notice of the Force **Majeure** Event, the party whose

ability to perform has not been so affected may, by giving written notice, terminate this Lease.

21. Penalties - Interests - Attorney's Fees

Tenant will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1 et seq., IC 34-54-8-5, and IC 34-13-1-6.

22. Disputes

- A. Should any disputes arise **with** respect to this Lease, Landlord and Tenant agree to act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.
- B. Landlord agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Lease that are not affected by the dispute. Should the Landlord fail to continue to perform its responsibilities with regard to all non-disputed work without delay, any additional costs incurred by Tenant or Landlord as a result of such failure to proceed shall be borne by Landlord and Landlord shall make no claim against the Tenant for such costs. If Tenant and Landlord cannot resolve a dispute within ten (10) working days following notification in **writing** by either party of the existence of a dispute then the following procedure shall apply:

The parties agree to resolve such matters through submission of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Landlord and Tenant within ten (10) working days after presentation of such dispute for action. The Commissioner's decision shall be **final** and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days **after** receipt of the Commissioner's decision, a **written** appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration for a determination, or otherwise the dispute shall be submitted to an Indiana court of competent jurisdiction.

23. Modification of Lease

This Lease may be modified at any time upon **written** agreement signed by Landlord and all necessary signatories of the State of Indiana.

24. Miscellaneous Provisions

- A. No waiver of any condition or covenant of this Lease or **failure** to exercise a remedy by either Landlord or Tenant shall be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, or remedy.
- B. Landlord **and Tenant agree that this** Lease and all acts done in compliance with this Lease shall **not be** deemed to create **any** relationship between the parties other than the relationship of Landlord and Tenant.
- C. This Lease, upon complete execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this Lease.

25. Liens

Tenant agrees that it shall not cause any liens to be filed as a result of any work done on its behalf; however, should such a lien be filed, Tenant agrees to discharge such lien within thirty five (35) days of receipt of notice of the lien.

26. Substantial Completion

Any leasehold improvements shall be deemed to be substantially completed only when completion allows for occupancy and full use of premises. **Minor** punch list items would not be considered a reason for non- occupancy.

27. Hazardous Materials

Landlord, to the best of its knowledge, guarantees that the Leased Premises are in environmentally sound condition at the **time** of the execution of **this** Lease. Both Landlord and **Tenant agree** that they shall not cause, allow, or permit **any** Hazardous Material to be brought **upon**, generated, manufactured, stored, handled, disposed of, or used at, on, about, or beneath the Leased Premises or any portion of the Leased Premises.

28. Drug-Free Workplace Certification

The Landlord hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Landlord will give written notice to the Tenant and the Department of Administration within ten (10) days **after** receiving actual notice that Landlord or an employee of the Landlord has been convicted of a criminal drug violation **occurring** in the Landlord's workplace.

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of lease payments, termination of this Lease, **and/or** debarment of leasing opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total lease amount set forth in **this** Lease is in excess of \$25,000.00, Landlord hereby **further** agrees that this agreement is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all leases with and grants from the State of Indiana in excess of \$25,000.00. No award of a lease shall be made, and no lease, purchase order, or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Landlord and made a part of this Lease or agreement as part of the lease documents.

The **Landlord** certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing **to all** of its employees a statement **notifying** its employees that the **unlawful** manufacture, distribution, dispensing, possession, or use of a controlled **substance** is prohibited in the Landlord's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of **(1)** the dangers of drug abuse in the workplace; **(2)** the Landlord's policy of maintaining a drug-free workplace; **(3)** any available drug counseling, rehabilitation, and employee assistance programs; and **(4)** the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees **in** the statement required by subparagraph A above that as a condition of continued employment the employee will **(1)** abide by the terms of the statement; and **(2)** notify the Landlord of any criminal drug statute conviction for a violation occurring in the workplace no later than five **(5)** days after such conviction;
- D. Notifying in writing the Tenant and the Department of Administration within ten **(10)** days after receiving notice from an employee under subdivision C **(2)** above, or otherwise receiving actual notice of such conviction;
- E. Within **thirty (30)** days after receiving notice under subdivision C **(2)** above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations **occurring** in the workplace: **(1)** take appropriate personnel action against the employee, up to and including termination; or **(2)** require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a **drug-free** workplace through the implementation of sub-paragraphs A through E above.

29. Notice

All notices required to be given under this Lease will be made in **writing** and will be sent by registered, certified, or overnight mail to the parties, as follows:

Landlord: Jesse Ballew Enterprises
1444 Horn Street
Clarksville, IN 47129

Tenant: Office of the Attorney General
Attn: Tony Rogers, Controller
302 West Washington Street, IGCS-5th Floor
Indianapolis, IN 46204

Copy to: Commissioner, Department of Administration
Indiana Government Center South
402 W. Washington St., Rm. W479
Indianapolis, IN 46204

30. Debarment and Suspension

Landlord certifies, by entering into this Lease, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded **from** entering into this agreement by any federal or state department or agency. The term "principal" for purposes of this agreement is defined as an **officer**, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Landlord.

31. Ethics

The Landlord and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Landlord is not familiar with these ethical requirements, the Landlord should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission **website** at <<<<http://www.in.gov/ethics/>>>>. If the Landlord or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Lease immediately upon notice to the Landlord. In addition, the Landlord may be subject to penalties under Indiana Code § 4-2-6-12."

32. Termination for Convenience

The parties agree that the Tenant may terminate this Lease during the lease term upon sixty (60) days prior written notice to the Landlord. Termination shall occur without penalty to the Tenant.

33. Non-Collusion and Acceptance

The undersigned attests under penalties of perjury that **he/she** is the Landlord or that **he/she** is the representative, agent, member, or officer of the Landlord, that **he/she** has not, nor has any other member, employee, representative, agent, or officer of the Landlord, directly or indirectly, to the best of **his/her** knowledge, entered into or offered to enter into any combination, collusion, or agreement to receive or pay, and that **he/she** has not received or paid any sum of money or other consideration for the execution of this Lease other than that which appears upon the face of this Lease.

IN WITNESS to their agreement, the persons signing this lease execute it for the Landlord and Tenant:

For Landlord:

Jesse **Ballew** Enterprises

Jesse Ballew

Date: 4-6-05

For Tenant:

Office of the Attorney General

Stephen Carter (for)

Stephen Carter

Date: 4/19/05

Department of Administration

By: Earl Goode (for)
Earl Goode, Commissioner

Date: 4-20-05

The above named person(s) for the Landlord personally appeared before me, a Notary Public and acknowledged the execution of this lease this 6th day of APRIL 2005

Stanley A. Richards
Notary Public

STANLEY A. RICHARDS
Printed Name

My Commission Expires: 3/7/07

County of Residence: CLARK

State Budget Agency

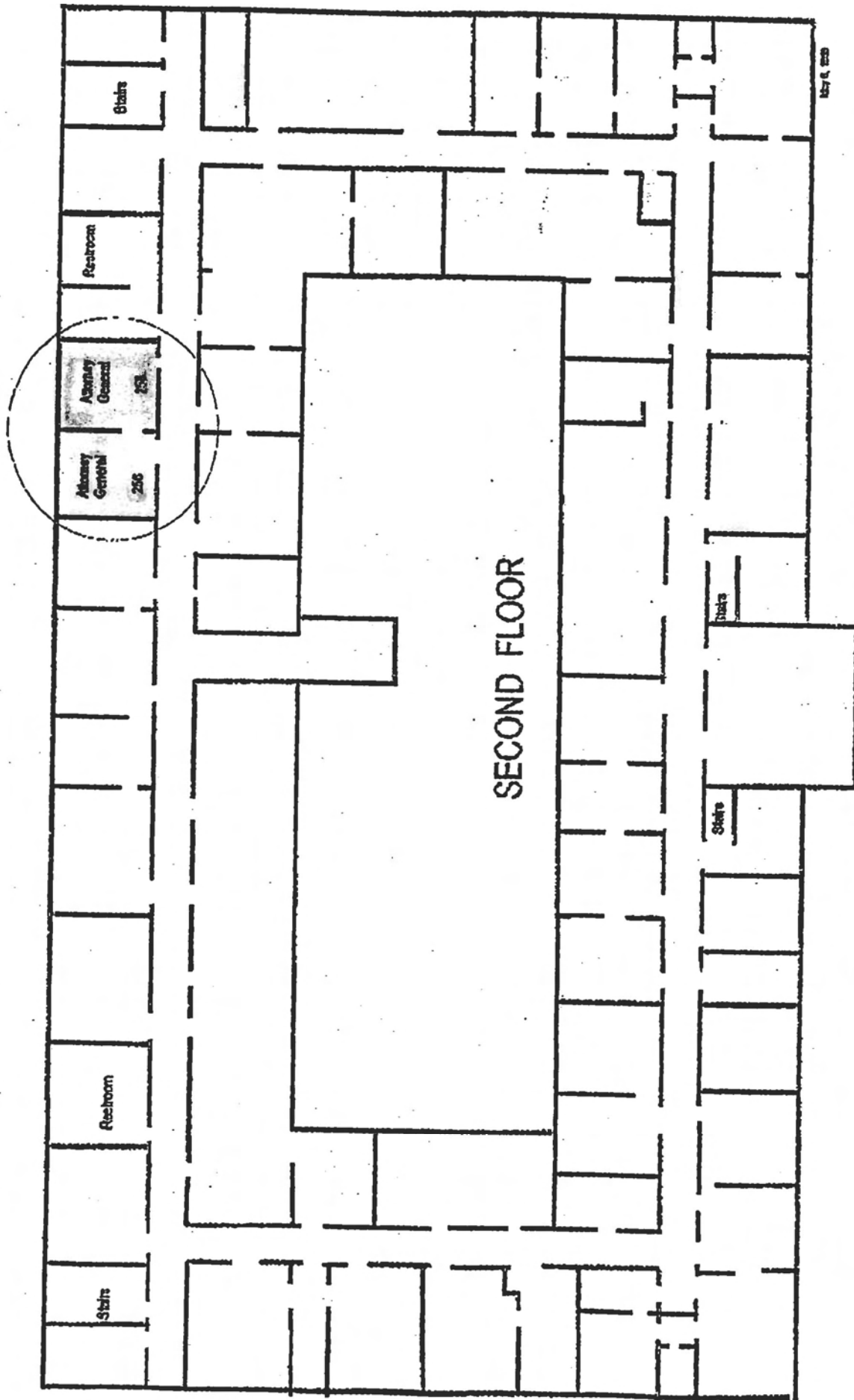
By: Charles Schalliol (for)
Charles Schalliol, Director

Date: 4/25/2005

For Form and Legality:

By: Stephen Carter (for)
Stephen Carter, Attorney General

Date: 4/27/05



Charlestown Business Development Center
 11452 Highway 62
 Charlestown, In 47111

EXHIBIT "A"

APPENDIX A

SPECIAL TERMS AND CONDITIONS

1. **Tenant** signs will be permitted only with the expressed, written approval of **Jesse Ballew Enterprises** as to the type, size, and location of the signs.
2. Tenant shall have the right to change the door locks to the leased facilities; however, if additional locks are installed which require drilling holes in the doors or the **frames**, written approval of the types of locks and their location is required. One copy of a key to each new lock shall be provided to **Jesse Ballew Enterprises** when the lock is installed. **When** the facilities are vacated upon termination of the Lease, all locks become the property of **Jesse Ballew Enterprises** and all keys thereto shall be surrendered to **Jesse Ballew Enterprises**.
3. The Tenant may have unrestricted access to the facility using the building keys provided. Building keys **may** not be ~~re-assigned~~ to other persons or employees, or loaned to other persons.
4. **Normal** building hours of operation **are** 7:30 A.M. to 5:00 P.M. Exterior doors will be kept **locked** at all other hours, unless special **approval** is received **from** Lessor..
4. Tenant **acknowledges** that use of additional facilities beyond those described in this lease is prohibited, except that building common areas, including hallways **and restrooms**, are available for the use of all tenants.
5. The **leased** facilities shall not be used for lodging or sleeping.
6. The Tenant shall not **permit** the loud play of radios, televisions, computers, or musical **instruments**, or other unseemly noises which may disturb **other** tenants.
7. The Charlestown Business Center is a **smoke-free** facility. Smoking is prohibited indoors, except in designated facilities provided.
8. The Tenant and Tenant's employees will obey **all** posted rules and regulations of the River Ridge Commerce Center and the Charlestown Business Center.
9. The **Tenant** will practice prudent energy and resource conservation in regards to the **utilities** provided by **Jesse Ballew Enterprises**.
10. **Jesse Ballew Enterprises** reserves the right to make changes or reasonable additions to these Special Terms and Conditions.
11. Tenant shall immediately contact the Fire Department for any ~~fire~~ or spill by dialing 911.

EXHIBIT "B"